सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 2,000

e-Stamp

Certificate No.	:	IN-KA07699065311249Q
Certificate Issued Date	:	23-Jul-2018 04:15 PM
Account Reference	:	SHCIL (FI)/ ka-shcil/ MALLESHWARAM1/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKA-SHCIL562472649748 97Q
Purchased by	:	BENAKA DEVELOPERS AND PROJECTS PVT LTD
Description of Document	:	Article 12 Bond
Description	:	WORKS AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BBMP BANGALORE
Second Party	:	BENAKA DEVELOPERS AND PROJECTS PVT LTD
Stamp Duty Paid By	:	BENAKA DEVELOPERS AND PROJECTS PVT LTD
Stamp Duty Amount(Rs.)	:	2,000 (Two Thousand only)

Authorised Signatory
for Stock Holding Corporation of India Ltd.

BENAKA DEVELOPERS AND PROJECTS PVT LTD IN-KA07699065311249Q RS. 2,000 23-JUL-2018 04:15 PM

Please write or type below this line

AGREEMENT

Job code Amount: 200.00 lakhs

AGR/ No. EE/BTP/AG/ 102 **/18-19**

This agreement made on this 4th day of September 2018 Between the **Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore.** (hereinafter called "the Employer") of the one part and Sri. **D. Narahari, Benaka Developers & Project Pvt. Ltd., #34, IInd Floor, IInd Cross, Sampige road, Malleswaram, Bangalore -560003** (hereinafter called "the Contractor") of the other part.

For Benaka Developers And Projects Pvt. Ltd.

Director

30/08

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

EXECUTIVE ENGINEER BBMP BANGALORE

Where as the Employer is desirous that the Contractor execute the work of Package-2 **includes 4 works of Rs.200.00 lakhs 1) Improvements to roads an drains of chiranjeevi layout extension and surrounding areas in ward no.07 Byatarayanapura. 2) Improvements to roads an drains of Mariyannapalya and surrounding areas in ward no.07 Byatarayanapura. 3) Improvements to roads and drains of Gopalappa Layout and chinnappa Layout in ward no.07 Byatarayanapura. 4) Improvements to roads and rains of hotteppa Layout, khasinagara and surroundign areas in ward No.07 byatarayanapura.** Indent No. **28239** (Hereinafter called the works") and the Employer has accepted the tender by the contractor for the execution and completion of such works and the remedying of any defects therein at a contract price of Rs. **1,89,07,690.72** (Rupees One Crore Eighty Nine Lakh Seven Thousand Six Hundred Ninety and paise Seventy Two only) Which works out 12.00% Above when compared to Current SR, **5% FSD amount of Rs. 9,45,384/- paid through BG No. IPBG00561800054 Dt: 21.07.2018, Corporation Bank, Malleshwaram main Valid Till 19.07.2019.**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
5. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
6. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.

Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92.

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Tender;
iv) Contract Data
v) Specifications;
vi) Drawings;
vii) Bill of quantities; and
viii) Any other document listed in the Contract Data as forming part of the contract.

7. The contractor shall complete the said work to the satisfaction of the BBMP within 4 Months from the date of entrustement of the work including monsoon period. Defect labiality of this work is 3 Years.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division,

Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor For Benaka Developers And Projects Pvt. Ltd.

In the presence of :

Binding Signature of Employer:

NARAHARI. D
Managing Director

30/08

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.

30/08